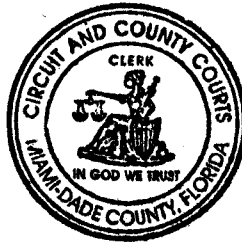


This instrument was prepared by:  
Name: Simon Ferro, Esquire  
Address: Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131



CFN 2005R0262459  
OR Bk 23175 Pgs 4420 - 4425 (6pgs)  
RECORDED 03/17/2005 09:49:45  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

(Space reserved for Clerk)

### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 2003-0318 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by **Bellon Milanes, Architects Planners** entitled, **A Walk in Galloway Park, A Residential Subdivision, Miami-Dade County, Florida**, dated **10-05-04**, signed and sealed **10-05-04**, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) In the event the Property is zoned EU-S (Estates Subdivision, 1 Family 25,000 Sq. Ft. Gross) use of Severable Use Rights (SURs) shall be prohibited.
- (3) Not more than six (6) single family EU-S homes shall be built upon the Property.

**County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is



and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and

inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

**Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

**Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.

**Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

(Space reserved for Clerk)

**ACKNOWLEDGMENT  
CORPORATION**

Signed, witnessed, executed and acknowledged on this 20<sup>th</sup> day of October, 2004

IN WITNESS WHEREOF, A Walk in Galloway Park, Inc. has caused these presents to be signed in its name by its proper officials.

**Witnesses:**

Catherine Lucas  
Signature  
Catherine Lucas  
Print Name  
Leyla M. Lucas  
Signature  
Leyla M. Lucas  
Print Name

**A WALK IN GALLOWAY PARK, INC.**

Address:  
21001 SW 167 Avenue  
Miami, Florida 33187

By [Signature]  
**President**  
Print Name: Manuel Rodriguez-Fiol

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Manuel Rodriguez-Fiol, the President, of A Walk in Galloway Park, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver's License No. R362-553-57-166-0, as identification.

Witness my signature and official seal this 20<sup>th</sup> day of October 2004, in the County and State aforesaid.



Leyla M. Lucas  
My Commission DD201132  
Expires September 24, 2006

Leyla M. Lucas  
NOTARY PUBLIC-STATE OF FLORIDA  
Leyla M. Lucas  
Print Name

My Commission Expires:

(Space reserved for Clerk)

### JOINDER BY MORTGAGEE CORPORATION

The undersigned TIB Bank of the Keys, a Florida Bank (state) corporation and Mortgagee under that certain mortgage from A Walk in Galloway Park, Inc., dated the 20<sup>th</sup> day of October, 2003, and recorded in Official Records Book 21758 Page 3243 of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 18 day of October, 2004.

**Witnesses:**

Nicole S. Mowry  
Signature

NICOLE S. MOWRY  
Print Name

Melissa Freaney  
Signature  
Melissa Freaney  
Print Name

**TIB BANK OF THE KEYS**

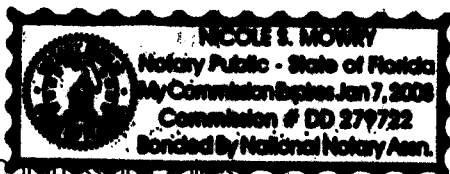
600 North Homestead Blvd.  
Homestead, FL 33030

By Michael O. Welsh  
Title: Commercial Loan Officer, AVP  
Print Name: Michael O. Welsh

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Michael O. Welsh the Asst VP of TIB Bank of the Keys, corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 18 day of October, 2004, in the County and State aforesaid.



My Commission Expires:

Nicole S. Mowry  
Notary Public-State of FLORIDA

NICOLE S. MOWRY  
Print Name

**LEGAL DESCRIPTION**

The South ½, of the East ½, of Tract 7, DADE COUNTY DEVELOPMENT COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, at Page 97, of the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE

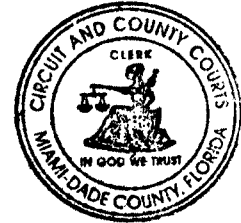
I HEREBY CERTIFY that this is a true copy of the

original filed in this office on 17 day of  
Mar, A D 20 05

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK, of Circuit and County Courts

By T. Adad D.C.



## **OPINION OF TITLE**

**TO: MIAMI-DADE COUNTY**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement affecting the real property hereinafter described it is hereby certified that I have examined Owner's Policy No. **OPM-2075403** issued by **Simon, Schindler & Sandberg, LLP**, last dated **October 22, 2003** at **11:18 a.m.** as agents for **Attorneys' Title Insurance Fund, Inc.** and an updated title search certified by **Attorneys' Title Insurance Fund, Inc.**, covering the period from **October 1, 2003** to **September 28, 2004** at **11:00 p.m.**; inclusive of the following described property:

The Southeast ¼ of the Southeast ¼ of the Northeast ¼, Less the West 266 feet and North 160 feet and South 35 feet and East 35 feet, Section 9, Township 55 South, Range 40 East, as recorded in the Public Records of Miami-Dade County, Florida.

Basing my opinion on the evidence described above, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

**A Walk in Galloway Park, Inc., a Florida corporation**

**Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.**

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

**1. RECORDED MORTGAGES:**

Mortgage in the sum of \$1,340,000.00 from A Walk in Galloway Park, Inc., a Florida corporation to TIB Bank of the Keys dated 10/20/2003 and recorded 10/22/2003 in Official Records Book 21758, Page 3243, of the Public Records of Miami-Dade County, Florida.

**2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

N/A

**3. GENERAL EXCEPTIONS:**

1. Taxes for the year 2004 and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. The lien of all taxes for the year 2004 and thereafter, which are not yet due and payable.

**4. SPECIAL EXCEPTIONS:**

1. Restrictions, covenants and conditions as set forth in that instrument recorded in Official Records Book 16727, Page 2620, of the Public Records of Miami-Dade County, Florida.
2. Any lien provided by County Ordinance or by Ch. 159 F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems service the land described herein; and any lien for waste fees in favor of any county or municipality.
3. Assignment of Rents from A Walk in Galloway Park, Inc., a Florida corporation to TIB Bank of the Keys, Mortgagee(s), dated October 20, 2003 and recorded on October 22, 2003 under O.R. Book 21758, Page 3253, of the Public Records of Miami-Dade County, Florida.
4. Hazardous Substances Certificate and Indemnity Agreement from A Walk in Galloway Park, Inc, a Florida corporation to TIB Bank of the Keys, Mortgagee(s), dated October 20, 2003 and recorded on October 22, 2003 under O.R. Book 21758, 3257, of the Public Records of Miami-Dade County, Florida.
5. Mortgage in the sum of \$1,340,000.00 from A Walk in Galloway Park, Inc., a Florida corporation to TIB Bank of the Keys Mortgagee(s), dated October 20, 2003 and recorded on October 22, 2003 under O.R. Book 21758, Page 3243, of the Public Records of Miami-Dade County, Florida.



I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

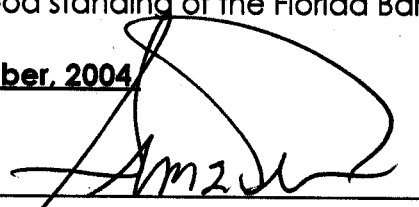
Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
A Walk in Galloway Park, Inc. A Florida corporation	Owner	
TIB Bank of the Keys A Florida bank	Mortgagee	5

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 19<sup>th</sup> day of October, 2004

  
Name: SIMON FERRO  
Florida Bar No. 0258921  
Address:  
GREENBERG TRAUIG, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2004 by SIMON FERRO who is personally known to me.



Lyla M. Lucas  
My Commission DD201132  
Expires September 24, 2006

  
Notary Public State of Florida

LEYLA M LUCAS  
Print Name

My Commission Expires: